



## VENDOR CONTRACT

FRIDAY, JULY 4, 2014

RIVER STREET PARKING LOT  
DOWNTOWN ELLIJAY

Set up noon to 3 pm; Open by 3; Clean-up by 11 pm  
Vendor Fee: \$30.00 -- Must be paid with application

Owner/Contact Person: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ Website: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Amount Enclosed: \_\_\_\_\_ Sales Tax #: \_\_\_\_\_

Products or foods to be sold: \_\_\_\_\_

Most vendor spaces (12' x 12') will be located in the River Street Parking lot; some may be located elsewhere within the festival event area (River Street to the bridge; South Main to Spring Street; the square; Broad Street; South Dalton; North Dalton to College St.; North Main to College St.). Business owners will be permitted to sell their regular merchandise on the sidewalk in front of their stores or on their private property without permit. Private property owners can rent space to vendors, but vendors on those spaces will need to pay the event fee or secure a city peddler's permit. Vendors will be asked to shut down any loud generators. Vendors must clean the area after the event. A few spaces with electricity will be available. If you need power, check with the Downtown Development Authority office (706.635.4711 x5) or Albert O'Shields (770.324.0243) before mailing your check. Return signed contract no later than July 2; check payable to City of Ellijay Downtown Development Authority; mail or bring to City Hall, 197 N. Main St., Ellijay, GA 30540 or Cartecay River Trading Co., 58 North Main St., Ellijay, GA 30540. Vendors are responsible for collecting Georgia sales tax.

*The applicant warrants and certifies that the person signing this agreement has the authority to do so and by said signature the applicant, its subsidiaries, affiliates, successors, assigns, heirs, agents, servants, officers, directors and all other affiliated persons, individually (collectively "Releasors"), in consideration of permit issuance does hereby release, waive, forever discharge and covenant not to sue the City of Ellijay, Georgia or its successors, partners, representatives, heirs, executors, administrators, assigns, agents, employees, officers, public officials, and attorneys, and each of them (collectively "Releasees"), from any and all claims, counter-claims, suits, damages, debts, losses, liabilities, demands, obligations, costs, legal fees, expenses, actions and causes of action of every nature, character, and description, known or unknown, whether in law or in equity, in the performance of the rights, duties, and obligations of either party to this contract, it being expressly understood and agreed that this paragraph is intended to operate as a full and complete waiver and release of any and all claims that the Releasors currently or in the future have or may have. In connection therewith, Releasors also hereby agree to indemnify, defend, and hold harmless the Releasees for and from any claims, counter-claims, losses, liabilities, damages, attorney's fees, or costs they might incur or suffer due to any claim, counter-claim, cross-claim, or any other claim of whatever kind and whatever nature asserted by any person, whether any action may have been caused by the Releasees, Releasors, or otherwise, who may in the future be injured as a result of any action or omission on the part of the Releasors or Releasees in connection with this contract. The City of Ellijay assumes no responsibility or liability for any property of the applicant, which may be located on the above-described premises. For and in consideration of permission to participate in the event, the applicant shall be subject to acts of God or any condition or circumstances beyond the control of the event coordinator which shall prevent the carrying out of some or all of the event, and upon the occurrence of such event, event coordinator shall have the right to terminate this agreement without liability of any nature. I have read and agree to the terms specified.*

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_